

**MOU AMENDMENT NO. 1**  
**CLINICAL STUDENT SERVICES**  
**MONTANA TECH NURSING**  
**MOU NO. COR-NRMOU-2022-0438-CSD**

This MOU AMENDMENT No. **1** amends the above-referenced MOU between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Montana Tech Nursing**, MT Tech, whose address and phone number are 1300 W. Park Street, Butte, MT 59701, (406) 496-4719. This MOU is amended for the following purpose(s):

- 1) In accordance with Section 2, of the above-referenced contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this MOU for the period November 1, 2022, through August 31, 2023, per the terms, conditions, and prices agreed upon. This is the 1<sup>st</sup> renewal, 2<sup>nd</sup> year of the MOU. This MOU, including any renewals, may not exceed a total of three (3) years.
- 2) In accordance with Section 9, of the above-referenced contract, entitled Compliance with Laws, parties mutually agree to replace the previously agreed upon language with the language as shown below. **(The referenced Sections will read as follows with the new language underlined).**

**9. COMPLIANCE WITH LAWS**

**9.1 Applicable Laws.** MT Tech shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. MT Tech is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. MT Tech will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, and MDOC Policy 1.1.17, Prison Rape Elimination Act to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. MT Tech is referred to § 45-5-501 MCA. Any subletting or subcontracting by MT Tech subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, MT Tech agrees that the hiring of persons to perform this MOU will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this MOU.

No changes made to section 9.2.

Except as modified above, all other terms and conditions of MOU No. **COR-NRMOU-2022-0438-CSD**, remain unchanged.

**STATE OF MONTANA**  
**Montana Department of Corrections**  
**5 S. Last Chance Gulch**  
**Helena, MT 59601**

**Montana Tech Nursing**  
**1300 W. Park Street**  
**Butte, MT 59701**

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10/6/2022

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Cynthia McGillis-Hiner (Date)  
Bureau Chief  
Health Services Bureau

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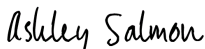


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Janet Richards COE, MSN, RN, CHSE (Date)  
Director of Nursing

Approved as to Form:

DocuSigned by:



10/6/2022

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Ashley Salmon, Contracts Officer (Date)  
Financial Services Bureau

Approved as to Legal Content:

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10/6/2022

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Molenda McCarty, Legal Counsel (Date)  
Legal Services Bureau

**DEPARTMENT OF CORRECTIONS AND MONTANA TECH – NURSING PROGRAMS  
MEMORANDUM OF UNDERSTANDING  
COR-NRMOU-2022-0438-CSD**

**1. PARTIES**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by and between the **State of Montana, Montana Department of Corrections**, (State), whose address and phone number are P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301 and (406) 444-3930, and **Montana Tech Nursing**, whose address and phone number are 1300 W. Park Street, Butte, MT 59701, (406) 496-4719.

**MONTANA DEPARTMENT OF CORRECTIONS, CLINICAL SERVICES DIVISION (CSD), HEREINAFTER REFERRED TO AS STATE, AND MONTANA TECH NURSING, HEREINAFTER REFERRED TO AS, MT TECH, AS PARTIES TO THIS MOU AND FOR GOOD AND VALUABLE CONSIDERATION SET OUT HEREIN, AGREE AS FOLLOWS:**

**2. EFFECTIVE DATE, DURATION AND RENEWAL**

This MOU shall take effect on November 1, 2021 and shall terminate on August 31, 2022, unless terminated earlier in accordance with the terms herein. This MOU may, upon mutual agreement and according to the terms of the existing MOU, be renewed for a period not to exceed a total of three (3) additional years.

**3. DUTIES/RESPONSIBILITIES OF PARTIES**

**3.1 Schedules.** The faculty of MT Tech will assume responsibility, in coordination with the State, for the assignment of one (1) to three (3) students, studentschedules, and the availability of clinical experiences. Changes to student schedules and the maximum number of students shall be agreed to by both parties.

**3.2 Rules and Regulations.** MT Tech students will be subject to State and facility specific rules and regulations which include, but are not limited to, providing assurance of CPR certification, adherence to assigned hours, participation in selected educational activities, compliance with the uniform requirements, and receipt of requested immunizations.

**3.2.1 Background Checks.** MT Tech students will be subject to a criminal background check completed by the State. Montana State Prison (MSP) requires two days advance notice of all clinical students requiring entrance to the facility. Name, date of birth, social security number, race, and gender of each of the clinical students will need to be emailed directly to the State liaison through the State of Montana's File Transfer Service. The MT Tech liaison will create an ePass Montana account at [epass.mt.gov](http://epass.mt.gov) in order access the File Transfer Service. Clinical students will not be allowed into the facility without first submitting to and passing a State background check.

**3.2.2 Insurance Requirement.** MT Tech shall ensure that clinical students have liability insurance and health insurance coverage for the duration of their clinical experience with State.

**3.3 Supervision and Curriculum Development.** State will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students inasmuch as the students' presence affects the operation of the facility and/or the direct and indirect care of patients. The MT Tech faculty is responsible for the supervision of the education of the students as well as

curriculum construction.

**3.3.1 Course Requirements.** Participating students will have appropriate academic background for clinical placement. A copy of the course/clinical objectives will be made available to State. Students will meet the clinical objectives for this course in part by participating in a variety of activities at MSP and also by observing and working with an RN. Onsite clinical supervision by MT Tech faculty will occur one (1) to two (2) times or as needed throughout the semester. In addition, the MT Tech faculty will be available to students via telephone during their clinical experiences should they require immediate guidance or consultation.

**3.3.2 Role of Student.** Students may supplement but will not be used to supplant professional and/or regular State personnel. While in State facilities, students will have the status of trainees, and are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the educational program. State and its staff will provide such supervision of the educational and clinical activities as is reasonable and is appropriate to the circumstances and to the student's level of training.

**3.3.3 Attendance and Conduct.** MT Tech will provide State with standards of conduct expected of students. Attendance will average four (4) to eight (8) hours per week for six (6) to twelve (12) weeks during the semester.

**3.3.4 Student Removal.** MT Tech will remove any student from MSP if the student, for reasons of health, performance, breach of confidentiality, questionable conduct, and/or other causes, becomes unacceptable to State.

**3.4 Orientation.** An orientation to MSP will be provided to each new student group. This program may cover items such as student conduct, patient respect, confidentiality of patient care or confidentiality of protected health information, facility rules, and location of various areas within the facility.

**3.4.1 .** The MT Tech faculty will meet with the RNs and orient them to the role of the student. The faculty will be in phone or email contact with the assigned RN preceptor.

**3.5 Evaluations.** MT Tech will establish criteria appropriate for the evaluation of students. There will be a coordinating person at State who will provide guidance and on-site direction to the students placed there. MT Tech faculty members and State supervisors will evaluate the students' performance according to established criteria and curriculum guidelines.

**3.6 Equipment and Supplies.** State will make equipment and supplies available for clinical learning experiences; however, supplies furnished may be limited to those that would normally be used in the course of patient and available supplies will be dependent on the current or expected needs of State.

**3.7 Health.** To be eligible for assignment at MSP, students must conform to public health standards and be physically able to perform all physical requirements as determined by State.

**3.7.1 .** Prior to registration for a semester that includes clinical experience, each student covered by this agreement will furnish MT Tech with a certificate indicating that he/she has had a

negative tuberculin skin test (PPD), negative chest X-ray, or negative sputum culture and a negative COVID-19 test result within a week of arrival for services.

**3.7.2** . Prior to clinical experience, a thorough physical examination will be required, with an update of immunizations requested. Each student will submit a statement from the student's physician indicating that there is no known medical reason why the student should not participate in the clinical or academic phases of the program.

#### **4. LIAISONS AND NOTICE**

**4.1 MOU Liaisons.** All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. MT Tech shall designate a liaison that will provide the single point of contact for management and coordination of MT Tech's work. All work performed under this MOU must be coordinated between State's liaison and MT Tech's liaison.

Anita Thorpe is State's liaison  
Montana State Prison  
500 Conley Lake Rd.  
Deer Lodge, MT 59722  
(406) 415-6521  
[athorpe@mt.gov](mailto:athorpe@mt.gov)

Karen VanDaveer is MT Tech's liaison  
1300 W. Park Street  
Butte, MT 59701  
(406) 496-4390  
[KVanDaveer@mtech.edu](mailto:KVanDaveer@mtech.edu)

**4.2 Notifications.** State's liaison and MT Tech's liaison may be changed by written notice to either party. All written notices, request, or complaints and invoices required in this MOU shall be in writing. Notice may be provided by personal service properly addressed to the liaison in 4.1 above, and mailed first-class, postage prepaid, email, or facsimile. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) or via email or facsimile are effective upon receipt.

#### **5. AMENDMENTS**

All amendments to this MOU shall be in writing and signed by the parties.

#### **6. TERMINATION AND DEFAULT**

**6.1** . The State may, by written notice to MT Tech, terminate this MOU in whole or in part at any time MT Tech fails to perform as required in this MOU.

**6.2** . Either party may terminate this MOU without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the MOU shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

#### **7. INTEGRATION**

This MOU contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written MOU, shall be binding or valid. This MOU shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the MOU.

## **8. SEVERABILITY**

A declaration by any court, or any other binding legal source, that any provision of this MOU is illegal, and void shall not affect the legality and enforceability of any other provision of this MOU, unless the provisions are mutually dependent.

## **9. COMPLIANCE WITH LAWS**

MT Tech shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. MT Tech is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. MT Tech will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by MT Tech subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, MT Tech agrees that the hiring of persons to perform this MOU will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this MOU.

## **10. DEFENSE, INDEMNIFICATION / HOLD HARMLESS**

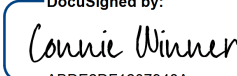
MT Tech shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by MT Tech's employees and agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this MOU.

MT Tech waives all claims, demands, causes of action, and recourse against the State, including claims of contribution or indemnity, arising in favor of MT Tech on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this MOU.

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**STATE OF MONTANA**  
**Montana Department of Corrections**  
**5 S. Last Chance Gulch**  
**Helena, MT 59601**

**Montana Tech – Nursing**  
**1300 W. Park Street**  
**Butte, MT 59701**

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Connie Winner, Administrator (Date)  
Clinical Services Division

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Karen VanDaveer, Director of Nursing (Date)

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Jason M. Collins, Contracts Officer (Date)  
Department of Corrections

Approved as to Legal Content:

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Molenda McCarty, Legal Counsel (Date)  
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